

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF PHOENIX WORKFORCE INVESTMENT BOARD

AND THE

STATE OF ARIZONA DEPARTMENT OF ECONOMIC SECURITY
EMPLOYMENT SECURITY ADMINISTRATION


This Memorandum of Understanding (MOU) is between the City of Phoenix Workforce Investment Board, a municipal board, hereinafter referred to as "PWIB," and the State of Arizona Department of Economic Security, Employment Security Administration, hereinafter referred to as "DES."

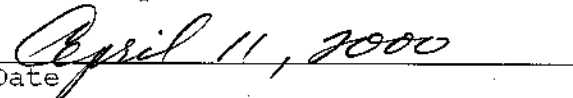
Memorandum of Understanding Period: July 1, 2000, to June 30, 2001.

Service/Program/Activity to be performed: Provide employment program services to Phoenix Workforce Information Network (WIN) One-Stop customers who are eligible for programmatic services.

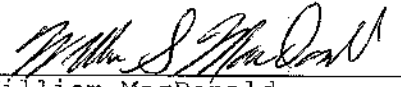
This document, consisting of Part A - General Provisions, Part B - Specific MOU Provisions, together with any amendments and modifications approved under these General Provisions, shall constitute the entire Memorandum of Understanding between the parties, and supersede all other understandings, oral or written except as contemplated by the Memorandum of Understanding.

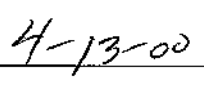
FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY,
EMPLOYMENT SECURITY ADMINISTRATION:

By 
James R. Amarillas
Program Manager, Employment
Security Administration

Date 

FOR AND ON BEHALF OF THE CITY OF
PHOENIX WORKFORCE INVESTMENT BOARD:

By 
William MacDonald
Chair, Phoenix Workforce
Investment Board

Date 

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Rev 01/2000

PART A

GENERAL PROVISIONS

THIS MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the CITY OF PHOENIX WORKFORCE INVESTMENT BOARD, hereinafter referred to as "PWIB," and the STATE OF ARIZONA DEPARTMENT OF ECONOMIC SECURITY, EMPLOYMENT SECURITY ADMINISTRATION, hereinafter referred to as "DES."

STATEMENT OF WORK/RESPONSIBILITIES

NOW THEREFORE, the parties hereby agree as follows:

A. PURPOSE

The purpose of this Memorandum of Understanding is to establish the roles and responsibilities of DES and the Phoenix Workforce Investment Board.

B. THE PARTIES' RESPONSIBILITIES

1. Responsibilities of DES - See Part B.
2. Responsibilities of the Phoenix Workforce Investment Board - See Part B.

C. TERM

The term of this Memorandum of Understanding shall commence on July 1, 2000, and shall end on June 30, 2001.

D. NONAPPROPRIATIONS

The parties recognize that the performance by either party hereunder may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds, that party may, by written notice to the other party, cancel this Memorandum of Understanding without further duty or obligation. Each party agrees to notify the other as soon as reasonably possible after the unavailability of said funds comes to the party's attention. The parties shall have sole responsibility in the operations of their respective programs; and shall have sole discretion to determine the availability and appropriation of their funds and resources.

E. AMENDMENTS

Amendments to this Memorandum of Understanding shall be in writing, signed by all parties to the Memorandum of Understanding. Formal amendments shall not be needed to notify parties of address changes, changes in position, titles, etc. Such information may be provided via correspondence between the parties.

PART B

LOCAL WORKFORCE INVESTMENT AREA
MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF PHOENIX WORKFORCE INVESTMENT BOARD

AND THE

STATE OF ARIZONA DEPARTMENT OF ECONOMIC SECURITY
EMPLOYMENT SECURITY ADMINISTRATION

A. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into with cooperation and collaboration by the Phoenix Workforce Investment Board, hereby referred to as the PWIB, and the State of Arizona Department of Economic Security (DES) Employment Security Administration (ESA) which administers the following programs:

1. Unemployment Insurance;
2. Trade Adjustment Assistance (TAA) and North American Free Trade Act Transitional Adjustment Assistance (NAFTA-TAA);
3. Wagner-Peyser; and
4. Veterans Employment & Training Services.

The purpose of this MOU is to establish an agreement between the aforementioned entities regarding their respective roles and responsibilities for the implementation of the provisions of Section 121 (c) (2) of Title I of the Workforce Investment Act (WIA) of 1998, USC 9201. This agreement describes the respective funding streams and resources that will be utilized to better serve mutual customers, including employers and clients seeking employment. This program will be conducted through an integrated system of service delivery, hereby referred to as the Phoenix Workforce Information Network (PWIN). It is understood that the development and implementation of this system requires mutual trust and teamwork between the agency partners, working together to accomplish the following common and shared goals:

- To build a workforce development system that will substantially improve the employment skills of the customer. This will benefit employers and the economic development of the Local Workforce Investment Area.
- To eliminate unwarranted duplication of services, reduce administrative costs, and enhance the participation and performance of customers served through the system.
- To establish guidelines for creating and maintaining cooperative working relationships. This will be facilitated through joint planning and evaluation services, and the

development and utilization of more efficient and effective management, financial, and human resources.

B. STRATEGIC VISION FOR THE PWIN ONE-STOP DELIVERY SYSTEM

The purpose of the PWIN is to advance the economic well being of the local workforce investment area by developing and maintaining a quality workforce, and by serving as the focal point for all local and regional workforce investment initiatives. This will be achieved through the delivery of an integrated, high quality and customer oriented array of services. The services will provide workforce investment, education, and economic development benefits to employment seekers, incumbent workers, and employers.

There will be universal access to core services without eligibility requirements. Core services include general outreach, intake, orientation, initial assessment, the provision of unemployment insurance claim information, job search, job placement, information, labor market information, referral for services, eligibility determination, and follow-up counseling.

Universal Access/Customer Choice - All customers (individuals and businesses) will have equal access to the information, services, and lifelong learning opportunities that are provided by the Partners of the integrated, results-oriented One-Stop Delivery System.

Universal Eligibility - All customers, including those with special needs and barriers to employment, will have access to a Core set of services at each One-Stop Center. The Core services are designed to provide information and assist customers with making career decisions through the use of Labor Market Information, agency staff and resources, and other available services.

All customers may explore work preparation and career skills materials. Customers may have access to information on a wide range of occupational training and educational programs in order to enhance their employment opportunities. Customers will be encouraged to take advantage of employment opportunities and job development services that are available through the One-Stop Centers.

C. ONE-STOP PERFORMANCE REQUIREMENTS, GOALS, AND ASSURANCES

Accountability must drive the workforce investment system towards the system's goals. Therefore, the following goals are defined regarding the specific accountability elements in each area in the One-Stop delivery system.

1. Goals/Performance Measurement Design

Customer Satisfaction

The accountability system should measure the success of the One-Stop Delivery System in ensuring that the employers and workforce development participants are highly satisfied with workforce development services.

Cost Effectiveness

The accountability system should measure the success of the One-Stop Delivery System in ensuring that the Workforce Development System continually seeks to maximize the use of available resources in a cost-effective and efficient manner.

Development of High Performance Workplaces

The accountability system should measure the success of the One-Stop Delivery System in ensuring that employers are provided with effective support in the development of high performance work organizations that maximize the skills and potential of a diverse workplace.

Self-Sufficiency and Welfare Reduction

The accountability system should measure the success of the One-Stop Delivery System in reducing the number of individuals who are dependent on public financial assistance by assisting them in obtaining stable employment and earning a livable wage.

Linkage Enhancement Between Workforce Investment Services and Business Needs

The accountability system should measure the success of the One-Stop Delivery System in ensuring that the delivery of services responds to the workforce investment needs of business.

Universality and Customer Choice

The accountability system should measure the success of the One-Stop Delivery System in ensuring the implementation of an integrated, results-oriented workforce development system that is based on the needs of all customer groups and ensures individuals and businesses equity of access to information, services, and lifelong learning opportunities.

Attainment of Knowledge/Skills Needed in the Workplace

The accountability system should measure the success of the One-Stop Delivery System in assisting individuals in gaining the academic, occupational, and workplace knowledge and skills that are required for educational advancement or continued success in meeting the changing demands of the workplace.

Employment

The accountability system should measure the success of the One-Stop Delivery System in assisting individuals in entering, retaining, or upgrading jobs.

2. Each Partner agrees to the following assurances:
 - a. All partners in the One-Stop Delivery System will adhere to agreed upon reporting schedules.
 - b. All partners in the One-Stop Delivery System will provide agreed upon performance data.
 - c. All partners in the One-Stop Delivery System will provide data in an agreed upon format.

- d. All partners in the One-Stop Delivery System agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the workforce investment system.

D. SERVICES TO BE PROVIDED BY THE CITY OF PHOENIX HUMAN SERVICES DEPARTMENT THROUGH THE PWIN ONE-STOP DELIVERY SYSTEM

The City of Phoenix Human Services Department will provide and deliver Core, Intensive, Training, and Other services to customers of the One-Stop System. The provision and delivery of such services will be done in accordance with the specifications in Section 121 (c) (2) of Title I of the Workforce Investment Act (WIA) of 1998, USC 9201, and as specified in the MOU between the City of Phoenix Human Services Department and the Phoenix Workforce Investment Board.

E. SERVICES TO BE PROVIDED BY THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY EMPLOYMENT SECURITY ADMINISTRATION THROUGH THE PWIN ONE-STOP DELIVERY SYSTEM

1. The Arizona DES Employment Security Administration will provide the following Core services in the PWIN One-Stop System:
 - The Wagner-Peyser Programs - Outreach, intake, orientation, initial assessment, job search/job placement and information on employment statistics and supportive services.
 - Unemployment Insurance - UI claims filing, information, and assistance.
 - Trade Adjustment Assistance And NAFTA-TAA - Outreach, intake, orientation, initial assessment, and job search.
 - Veterans Employment and Training Services - Outreach, intake, orientation, initial assessment, job search/ placement, and information on employment statistics and supportive services.
2. The Arizona DES Employment Security Administration utilizes the One-on-one and electronic methods for core service delivery for the following programs:
 - Wagner-Peyser
 - Unemployment Insurance
 - Trade Adjustment Assistance (TAA) and NAFTA-TAA
 - Veterans' Employment and Training Services

Electronic methods will consist of personal computers, which will include Internet access.

3. The Arizona DES Employment Security Administration will utilize the following sites for the provision of One-Stop Core services:

Comprehensive Site:

- DES - 9801 N. 7th Street, Phoenix, Arizona

Affiliated Sites:

- DES - 3406 N. 51st Avenue, Phoenix, Arizona
- DES - 4635 S. Central Avenue, Phoenix, Arizona
- COP/HSD - 4732 S. Central Avenue, Phoenix, Arizona

Satellite Site:

- DES - 438 W. Adams Street, Phoenix, Arizona

Electronic Sites:

- Web Site Address: <http://www.de.state.az.us/>
- E-mail Address: webmaster@de.state.az.us

4. The Arizona DES Employment Security Administration operates the following program services. These program services will be incorporated into the One-Stop System's menu of program services.

- Alien Employment Certification - Process for employers to recruit special skilled individuals from local labor markets who want to see foreign workers to fill company employment needs.
- Work Opportunity Tax Credit (WOTC) - Offers employers a federal tax credit of \$2,400 per person by hiring individuals who qualify under a specific target group.

F. RESOURCE SHARING

1. The resources that the Arizona DES Employment Security Administration will provide to the City Of Phoenix One-Stop System are:
 - Wagner-Peyser - The specific DES locations within the City of Phoenix as stipulated in section E.3. Staffing: 44 FTEs. Specialized equipment/data bases: America's Workforce System (AWS).
 - Unemployment Insurance - Specialized equipment/data bases: General Unemployment Insurance Development Effort (GUIDE) System. Staffing: In-kind through provision of staff assigned to comprehensive centers.
 - Trade Adjustment Assistance (TAA) and NAFTA-TAA - Staffing: Services to be provided by ESA staff. Specialized equipment/data bases: AWS and GUIDE Systems.

- Veterans Employment and Training Service (VETS) -
Staffing: Services to be provided by seven (7) Disabled Veterans Outreach Program (DVOP) staff and two (2) Local Veteran Employment Representative (LVER) staff located at the One-Stop comprehensive centers. Specialized equipment/data bases: AWS.
2. The estimated value for the services being provided under Wagner-Peyser is \$2,248,010. Financial analyses are in process to arrive at a more specific cost value for all of these programs. The MOU will be amended to include this information prior to the WIA implementation date of July 1, 2000.
 3. The funding sources used to cover the cost of the Core services to be provided are:
 - The Wagner-Peyser Act Grant.
 - Unemployment Insurance Grant.
 - TAA and NAFTA-TAA Grants.
 - VETERANS Grants.

G. SYSTEMATIC REFERRAL PROCESS

It is agreed that the One-Stop Delivery System partners of this signed MOU will develop a systematic referral process that, at a minimum, will include:

1. A value added referral. This is a written referral that includes appointment time and written instructions.
2. Follow-up will be conducted as agreed upon.

H. ONE-STOP DELIVERY SYSTEM PERFORMANCE CRITERIA

It is agreed that the One-Stop Delivery System will strive to achieve the following standard of quality service for its customers, employees, and partners.

All customers will receive:

1. Prompt and courteous service from staff.
2. The service(s) designed to assist them in achieving their educational and/or job placement goals.

All employees can expect:

1. To work in a safe and professional environment.
2. To receive the best tools to achieve the desired outcome for their customers.
3. To be fairly compensated for their services.

All partners will deliver high quality services through the Phoenix WIN One-Stop System.

I. GOVERNANCE OF THE PWIN ONE-STOP DELIVERY SYSTEM

The ultimate accountability and responsibility for the Phoenix WIN One-Stop System organizational processes, services, and accomplishments will rest with the Local Elected Official, the PWIB, and the One-Stop Operator.

J. RESPONSIBLE PARTIES FOR MOU OPERATIONS

The name, title, telephone number, and fax number of the person authorized to conduct and carry out the operational elements of the MOU on behalf of the State of Arizona Department of Economic Security, Employment Security Administration are:

- Name: James R. Amarillas
- Title: Program Manager
- Telephone: 602-307-9016, ext. 1622
- Fax Number: 602-255-4834

The name, title, telephone number, fax number, and e-mail address of the person authorized to conduct and carry out the operational elements of the MOU on behalf of the City of Phoenix, Human Services Department are:

- Name: Jack E. Lujan
- Title: One-Stop Coordinator/Employment & Training Supervisor
- Telephone: 602-534-0540
- Fax Number: 602-534-3915
- E-mail Address: jlujan@ci.phoenix.az.us

K. DURATION AND MODIFICATION OF THE MOU

The terms of this MOU will take effect as of July 1, 2000, and will continue in effect until June 30, 2001, or such time either party modifies, extends, or terminates this MOU.

1. Either party may reduce or terminate this MOU without further recourse in the event sufficient funds are not available.
2. This MOU may be extended or renewed for other periods upon written agreement by both parties.
3. This MOU may be terminated by either party upon thirty (30) days written notice to the other party.

L. SIGNATORY REQUIREMENTS

The name and title of the person authorized to sign this MOU on behalf of the State of Arizona Department of Economic Security, Employment Security Administration are:

- Name: James R. Amarillas
- Title: Program Manager

The name and title of the person authorized to sign the MOU on behalf of the City of Phoenix Workforce Investment Board are:

- Name: William MacDonald
- Title: Chair, Phoenix Workforce Investment Board

M. MUTUAL INTENT TO CONTINUE REFINING THE MOU

Both parties understand that at the initial signing of this MOU, the document may not be as comprehensive as preferred. If this is the case, both parties mutually agree that they will continue to refine this MOU with the objective of reaching a final document that is fully acceptable to both parties by June 30, 2000.